



REQUEST for PROPOSALS

Date: October 4, 2005

ECONOMIC ANALYSIS Child Support Guidelines

07-DCSS-EC-03

ISSUED BY:

New Hampshire Department of Health and Human Services
Division of Child Support Services
129 Pleasant Street
Concord, New Hampshire 03301-3857

CONTACT:

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SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 PURPOSE

- a. The State of New Hampshire, acting through the New Hampshire Department of Health and Human Services/Division of Child Support Services (hereinafter “Department”) is soliciting proposals from responsible and highly qualified bidders with advanced technical expertise in the field of economics to provide the Department and the New Hampshire Legislature (through its Commission to Study Child Support and Related Child Custody Issues) (hereinafter “Commission”) with assistance in revising New Hampshire’s Child Support Guidelines. (Please see the attached Final Report dated December 1, 2004 of the Commission (hereinafter “Final Report”). This procurement will include an economic analysis of the cost to parents of raising children in New Hampshire, at a minimum including, expert consultation, identification of data sources, completion of research using scientifically valid statistical procedures, preparation of cost estimates and cost models, performance of sensitivity analyses, and delivery and presentation of written reports.
- b. Written proposals shall be submitted to the Department and shall describe the bidder’s experience, qualifications and ability to conduct an economic analysis relative to child support guidelines and the cost of raising children in New Hampshire. Proposals shall be compliant with the minimum requirements of this *Request for Proposals* (hereinafter “RFP”) to qualify for a review. The minimum requirements are those requirements specified in Sections 3.5 and 3.6 of this RFP.
- c. The bidder shall provide in its proposal clear and satisfactory definitions and descriptions of all services to be offered and the research methodologies to be employed. Any Contract awarded through this procurement shall be a firm fixed price Contract for services provided up to the completion of the Final Report with a “day rate” for time and materials for post-delivery services not to exceed eight (8) hours for deliverable (m) in Section 2.5. The bidder shall list the position title, number of personnel, number of hours, and price per hour for each team member included in the bidder’s offer. The bidder’s quoted hours and hourly rates for an engagement with a bidder must be fixed for the term of the engagement, unless otherwise amended. Hourly rates are to be fully loaded reflecting including travel and other administrative cost by the bidder.
- d. The daily rates proposed for post delivery support shall list the position title, number of personnel, number of hours, and price day hour for each project team member included in the bidder’s offer. The bidder’s quoted daily rates for an engagement must be fixed for the term of the engagement, unless otherwise amended. Daily rates are to be fully loaded reflecting travel and any other administrative cost by the bidder.
- e. Implementation of the contracted services shall commence on the Governor and Executive Council approval date and shall continue until December 1, 2006 except that a principal in the work of the Contractor on this Contract shall be available to testify before

legislative committees (including subcommittees) for up to 8 hours, approximately 4 hours in the House and 4 hours in the Senate, during calendar year 2007.

1.2 PROJECT OVERVIEW

a. The Department is responsible for the establishment and enforcement of child support cases upon application for child support services. The Department is involved in 37,700 cases statewide. These include cases where the custodial parent is receiving public assistance and cases where the custodial parent does not receive any public assistance. Approximately 7,826 of these cases are in the process of establishing an order for child support and approximately 30,370 of these cases already have a court order for child support and are being enforced by the Department.

b. Child support guidelines are federally mandated and are authorized in New Hampshire by RSA Chapter 458-C:1-7 (which may be found in Appendix A of the attached Final Report, but was amended by Chapter 272, Laws of 2005, House Bill 586).

c. The purpose of the Child Support Guidelines is to establish a uniform system to be applied in the determination of the amount of a child support order, to minimize the negative economic consequences to children and to comply with applicable federal law. It is expected that the child support obligee will share responsibility for the economic support of the children, irrespective of any child support obligor's child support order. Under current New Hampshire law, it is assumed that an obligor's initial family is entitled to a standard of living equal to that of any subsequent family.

d. RSA 458-C:6 establishes a requirement for the Department to review the child support guidelines to determine whether their application results in the determination of appropriate child support award amounts.

e. Passed during the 2005 legislative session, House Bill 450-FN-A authorizes the Department to hire an economist to assist in reviewing/revising the current child support guidelines and appropriates \$80,000 for this purpose with authorization to accept matching federal funds, which are anticipated at up to a 66% to 34% federal to state match, which would provide for not more than \$235,294 in total funding. It would be desirable if the legislative purposes of HB 450 can be achieved for a lower cost. Additionally, the Department intends to use a portion of such funds as a stipend to assist in the evaluation of proposals submitted in response to this RFP. The economist shall be qualified to assist the Department and the Commission in developing, if appropriate, a basic cost model or similar method that will consider an equitable and affordable sharing of child support obligations and that will ensure that the best interests of the child have been taken into consideration in determining child support awards. The phrase "basic cost model, or similar method" is a term of art given meaning in the attached Final Report. (Please see in particular the first paragraph of Section IV of the Final Report found at the bottom of page 30, and the majority and minority conclusions of the Commission found in Section II(C)(ii) in the last two paragraphs beginning at the bottom of page 26).

f. The process of developing child support guidelines involves addressing controversial and sensitive social issues.

SECTION 2 SCOPE OF WORK

2.1 SPECIFICATIONS

- a. A Contract will be awarded to the bidder deemed to be the most capable and price efficient in assisting the Department in meeting the legislative purposes of HB-450-FN-A. The Department shall be further assisted by the Commission in meeting the legislative intent of HB 450-FN-A. The specific tasks to be required under the Contract are complicated and difficult. The successful bidder must have effective communication skills, excellent interpersonal skills, and a demonstrated record of producing unbiased research findings. At a minimum, the following operational requirements shall be specifically addressed in a written proposal and performed by the successful bidder under any Contract resulting from this RFP.
- b. The Contractor shall be responsible for communicating with the Department, the Commission and other appropriate Federal and State officials to implement the requirements of HB-450-FN-A, and for responding to any Department requests for additional information necessary to support implementation. A representative of the Contractor must also be available to testify before legislative committees, including sub-committees, for up to eight (8) hours during calendar year 2007.
- c. The Contractor shall complete the following primary objectives:
 1. Provide expert consultation, make recommendations and provide appropriate advice;
 2. Apply expert knowledge to identify, collect, analyze and summarize valid and reliable data, and report findings and interpret results;
 3. Organize and conduct surveys, studies and statistical analyses;
 4. Answer technical questions regarding data, trends or results from surveys and studies, and provide timely and accurate information;
 5. Determine the most common cost components and calculate the basic cost of raising children in New Hampshire;
 6. Identify trends in the cost of raising children;
 7. Evaluate possible adjustments to a basic cost calculation and guidelines including size of household (number of dependents), shared parenting time, allocation of tax exemptions and credits, a standard of living adjustment and variable or add-on expenses;
 8. Compare the cost of establishing and maintaining two separate households with the cost of one intact household to determine the cost of duplicate familial infrastructures;
 9. Develop a basic cost model, or similar method as appropriate, as a basis for new proposed child support guidelines that will consider an equitable and affordable

sharing of child support obligations, recognize modern family dynamics and realities, and that will ensure that the best interests of the child have been taken into consideration in determining child support awards;

10. Provide economic analysis regarding implementation of the proposed child support guidelines model including economic consequences of add-ons;
11. Project the economic impact in implementing new child support guidelines to low and high-income obligors and obligees and any increase or decrease in welfare rolls or number of public assistance recipients (TANF/Medicaid);
12. Determine an appropriate Self-Support Reserve (hereinafter “SSR”) with an economic analysis of the cost of covering the basic needs for the household of each parent and the economic impact of maintaining separate households to the obligor, the obligee, and the dependent children;
13. Calculate the impact of proposed child support guidelines based on a basic cost model or similar method on families in various circumstances and increases or decreases in cost compared with the current child support guidelines by means of a *pro forma* electronic spreadsheet;
14. Prepare and present a report of findings to the Department and the Commission;
15. Meet with the Department and the Commission as required for status updates and a review of the Contractor’s findings to be incorporated into the Commission’s final report due December 1, 2006 and to assist with the review, drafting and editing of said report as requested; and
16. Between January 1, 2007 and December 31, 2007, make available at least one key person employed with the Contractor who is involved in preparing the reports described herein to testify before legislative committees and subcommittees for up to 8 hours, approximately 4 hours in the House and 4 hours in the Senate, with regard to such work and reports providing an oral summary/presentation and answering questions.

2.2 DATA SOURCES

Bidders responding to this RFP shall identify all sources and potential sources of the economic data to be researched. Bidders shall identify potential limitations, constraints or other factors that might assist in the interpretation of the data or affect the reliability or sensitivity of the data.

2.3 RESEARCH METHODOLOGY

Bidders responding to this RFP shall describe the research methodology to be employed including the techniques of quantitative analysis to be used.

2.4 DATA ANALYSIS AND INTERPRETATION

Bidders responding to this RFP shall describe their experience and ability to:

- a. Provide an analysis of data that will enable the Department and the Commission to determine the relative economic welfare in obligor and obligee households that will result from guidelines under consideration across a range of household incomes and family sizes;
- b. Employ sensitivity analysis to show how sensitive data is to changes in assumptions to enable the Department and the Commission to make judgments regarding the relative harm of establishing guidelines that are too low or too high;
- c. Determine the household income that families of varying sizes would need to maintain basic living standards;
- d. Establish current cost-of-living data, specific to New Hampshire, for a range of family sizes and circumstances;
- e. Provide a listing of all expenditures to be included in the cost determination, and the assumptions made in determining the cost. Expenditures are to include, but are not limited to, food, clothing, housing, transportation, and insurance;
- f. Provide an accurate measure of expenditures by parents on their children; and
- g. Provide a “best estimate” of the trends that will impact the cost of raising children during the four (4) years following the Commission’s final report due December 1, 2006.

2.5 PROJECT DELIVERABLES

Item	Deliverable
a.	Deliver to the Department, within fifteen (15) workdays from the start of work date and initial meeting with the Department and the Commission, a detailed work plan for the completion of the project
b.	Research, collect, collate, analyze and record data.
c.	As to an interim report, create a report of data and describe its applicability to the development of a basic cost model, or similar method, that will support an equitable and affordable sharing of child support obligations.
d.	Delivery of the report in Item c. to the Department for review and acceptance.
e.	Create an electronic spreadsheet of an economic model that will permit <i>pro forma</i> analysis of various parameters of the Child Support Guidelines.
f.	Delivery of the report in Item e. to the Department for review and acceptance.
g.	As to an interim report, create a statistical report to measure the effects of financial add-ons and how they affect the ability to pay child support obligations.

h.	Delivery of the report in Item g. to the Department for review and acceptance.
i.	Create a report of findings and recommendations to assist the Department and the Commission in revising Child Support Guidelines that incorporates or summarizes previous reports and covers any other items in the scope of work not covered in earlier reports. (See Scope of Work 2.1.c. 1, 2, 4, 14, and 15) This work and all previous deliverables including assisting with the review, drafting and editing of the Final Report should be completed no later than November 1, 2006 (and preferably earlier) to allow the Commission time to complete its recommendations and the Final Report due on or before December 1, 2006.
j.	Deliver the report in Items i. to the Department for review and acceptance.
k.	Meet with the Department and the Commission periodically during the project to review the scope of work, discuss the economic analysis, explain reports, and answer questions. (See Scope of Work 2.1.c.1, 2, 4, 14, and 15.)
l.	Respond to the Department and the Commission regarding any additional requests for information supporting an economic analysis of child support guidelines and assist in drafting the Commission's Final Report due December 1, 2006. (See Scope of Work 2.1.c.1 and 15.)
m.	Regarding post-delivery support, between January 1, 2007 and December 31, 2007 make available at least one key person from the Contractor who is involved in preparing the reports described herein to testify before legislative committees and subcommittees for up to 8 hours, approximately 4 hours in the House and 4 hours in the Senate, with regard to such work and reports providing an oral summary/presentation and responding to questions. (See Scope of Work 2.1.c.16.)

2.6 CONFIDENTIAL INFORMATION

The bidder agrees that all discussions or information gained during this procurement shall be considered confidential and that no information gathered by the bidder shall be released without prior consent of the Department. The bidder shall maintain in confidence all Department data and information derived from this data that becomes available to the bidder in connection with its services under any Contract resulting from this RFP and shall use such information only for providing services under the Contract. All data and information acquired or developed by the bidder in performance of the Contract shall be and remain the property of the Department, except to the extent that such data and information exists outside of the Department and independent of the work under this Contract. This section shall survive the termination of the Contract.

2.7 OWNERSHIP of INFORMATION

a. Any information provided by the Department in accordance with this RFP or any Contract resulting from this RFP shall remain the property of the State of New Hampshire.

b. At the Department's request, the Contractor shall provide the Department with access to all State-owned documents, materials, reports and work in progress relating to any Contract resulting from this RFP. Upon expiration or termination of a Contract with the Department, the Contractor shall turn over to the Department all state-owned documents, reports, spreadsheets, and work in progress relating to the Contract at no additional cost to the Department. All material provided must be in both printed and electronic format.

2.8 TERM

The Contract resulting from this RFP shall become effective on the date that it is approved by Governor and Council and run through calendar year 2007 with most work expected to be complete by November 1, 2006 except item (m) under section 2.5, Deliverables. The Department will be under no obligation to reimburse the Contractor for any work undertaken by the Contractor prior to the effective date of the Contract.

2.9 INTELLECTUAL PROPERTY

In accordance with 45 CFR § 95.617, the Department shall hold ownership, title and rights in any documentation or products created in the course of any Contract resulting from this RFP.

2.10 WARRANTY

a. The Contractor must guarantee to have the services performed and documents specified by any Contract resulting from this RFP completed and delivered in accordance within the specified time frames. Should it fail to do so, and the failure was not caused by the acts or omissions of the Department, then the Contractor will be liable for all additional cost to the Department to assure that the documents are filed within the time frames agreed upon. This includes additional cost to the Department for economic analysis activities over and above the anticipated cost had the services detailed in the RFP been delivered as planned. The Contractor guarantees to provide all services necessary to respond to reasonable requests for economic information and analysis by the Commission within the scope of work outlined herein and in support of findings and recommendations of the Commission, both majority and minority, in their Final Report.

b. The Warranty Period shall extend until the proposed revisions or modifications to New Hampshire's child support guidelines are adopted by the legislature or at the conclusion of the 2008 legislative session which ever occurs first.

c. The Contractor shall correct all errors or omissions found during the Warranty Period no later than thirty (30) days after discovery or the end of the Warranty Period, whichever comes first, at no additional cost to the Department.

2.11 INVOICES AND PAYMENTS

- a. The Contractor shall invoice the Department for services performed in accordance with the Contract. The invoice shall identify the following:
 - i. The deliverables specified by the Contract;
 - ii. The date of delivery; and
 - iii. The total contracted price of the deliverable.
- b. Prices contained in the successful bidder's *Cost Proposal* shall be guaranteed for the term of the Contract.
- c. The Contractor and the Department shall each designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall provide the Department with the name, title, mailing address, e-mail address, and telephone number of the contact person. The Department shall provide the Contractor with the name, title, mailing address, e-mail address, and telephone number of the Department's contact person.
- d. The Department may withhold fifteen percent (15%) of each payment for deliverables received under the Contract until 30 days after the satisfactory completion and acceptance of all deliverables except (m) and may withhold two percent (2%) of the maximum price of the contract until 30 days after the satisfactory completion of deliverable (m) or December 31, 2007, whichever comes first. If at any time during the term of the Contract, in the sole judgment of the Department, the Contractor is non-compliant with the terms and conditions of the Contract resulting from this RFP and/or the approved *Scope of Work*, the Department shall have the right to withhold all further scheduled payments and provide the Contractor with a list of specific issues that must be satisfactorily addressed. All payments withheld by the Department shall be released upon determination by the Department that the conditions causing non-compliance have been corrected and remedied to the satisfaction of the Department.
- e. The bidder shall list the position title, number of personnel, number of hours, and price per hour for each team member included in the bidder's offer. The bidder's quoted hours and hourly rates for an engagement with a bidder must be fixed for the term of the engagement, unless otherwise amended. Hourly rates are to be fully loaded reflecting including travel and other administrative cost by the bidder.
- f. The daily rates proposed for post delivery support shall list the position title, number of personnel, number of hours, and price day hour for each project team member included in the bidder's offer. The bidder's quoted daily rates for an engagement must be fixed for the term of the engagement, unless otherwise amended. Daily rates are to be fully loaded reflecting travel and any other administrative cost by the bidder.

2.12 ADDITIONAL PROVISIONS

a. Compliance With Law

The Contractor agrees to comply with all statutes, laws, regulations and orders of federal, state and county, or municipal authorities that impose any obligation or duty upon the Contractor.

b. Contractor Personnel

1. The Contractor shall agree that all services required by the Contract shall be performed by employees of the Contractor, or by State approved subcontractors. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

2. The Department shall be advised of, and approve in writing, any permanent or temporary changes to or deletions from the Contractor's management, supervisory, and key professional personnel, who directly impact the deliverables to be provided under the Contract, at least ten (10) days in advance of such change.

c. Subcontractors

All proposed subcontractors shall be identified by the bidder in their written proposal. The Contractor shall not assign or transfer any interest in the Contract between the Department and the Contractor without the prior written consent of the Department. The Contractor shall not subcontract any provision of the Contract to subcontractors who have not been identified in their written proposal without the prior written consent of the Department.

d. Contractor Responsibilities

The Department shall be responsible for notifying the Contractor of any policy and/or procedural changes affecting the Contract deliverables at least thirty (30) days prior to the implementation of such policy and/or procedure. The Contractor shall implement the changes on the date specified by the Department.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 REQUEST FOR PROPOSAL GUIDELINES

3.1.1 Communication

This *Request for Proposals* is issued by the State of New Hampshire, Department of Health and Human Services. From the issue date of this RFP until a Contractor is selected, and approved by the Governor and Executive Council, bidders shall not communicate with any Department staff, other than the Contracts Manager, relative to the bid or bidding process for this RFP. **(Please note paragraph 3.5.12.)** Bidders may send written questions to the Contracts Manager by mail, e-mail, or Fax no later than **October 14, 2005** at 2:30 p.m. The Department shall issue written responses no later than 2:30 p.m. on **November 3, 2005**. Failure to comply with this communication restriction may result in a bidder being deemed non-compliant with the RFP and disqualified from the bidding process.

3.1.2 All communication pursuant to Section 3.1.1 above shall be submitted to:

Thomas E Pryor, Contracts Manager
Division of Child Support Services
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
Facsimile: (603) 271-4787
E-mail: tpryor@dhhs.state.nh.us

3.1.3 Procurement Timetable

The procurement process is scheduled as follows:

Event	Date	Time
RFP Issued	October 4, 2005	Not Applicable
Closing Date for Receipt of Letters of Intent	October 12, 2005	2:30 p.m.
Closing Date for Receipt of Written Questions	October 14, 2005	2:30 p.m.
Bidders' Conference	October 19, 2005	1:30 p.m.

Closing Date for Issuance of Written Answers	November 3, 2005	2:30 p.m.
Closing Date for Receipt of Proposals	November 14, 2005	2:30 p.m.
Completion of Proposal Review and Evaluation	November 17, 2005	Not Applicable
Contractor Selection	November 18, 2005	Not Applicable
Anticipated Contract Start Date	Date of approval by Governor and Council.	

3.1.4 Letter of Intent

Any bidder wishing to submit a proposal shall provide a *Letter of Intent* to the Contracts Manager no later than 2:30 p.m. on **October 12, 2005**. Submission of a *Letter of Intent* is required in order to submit a proposal. Only those companies submitting a *Letter of Intent* shall receive a copy of the official written response to questions and answers. Companies that submit a *Letter of Intent* but elect not to submit a proposal are requested to send the Department a “no bid” letter.

3.1.5 Mandatory Bidders’ Conference

a. Prospective bidders will have an opportunity to ask questions regarding this RFP at a Bidders’ Conference. Attendance at the conference is mandatory. A proposal received from a company that did not attend the Bidder’s Conference will not receive consideration and shall be returned.

b. The mandatory Bidder’s Conference is scheduled for 1:30 p.m. on **October 19, 2005**. The conference will be convened at:

*Department of Health and Human Services
Auditorium
Brown Building
129 Pleasant Street
State Office Park South
Concord, NH 03301*

The Department shall respond informally to bidders’ written and oral questions at the mandatory Bidder’s Conference. The Department will also provide written answers after the conference. Only the written answers provided by the Department shall bind the State of New Hampshire.

3.2 LETTER OF PROTEST

Any bidder who contends it is adversely affected by the RFP, or by the rules of procurement, shall file a written *Notice of Protest* with the Contracts Manager within fourteen (14) calendar days from the closing date for submission of a *Letter of Intent*. The Contracts Manager shall render a decision within seven (7) days of receipt of the *Notice of Protest*.

3.3 PROPOSALS

- a. The cost for the development of a proposal is the sole responsibility of the bidder.
- b. All proposals submitted to the Department in response to this RFP become the property of the State of New Hampshire upon receipt and shall be subject to public disclosure as required by Federal and State statutory authority, particularly, by RSA Chapter 91-A, New Hampshire's "Right-to-Know Law." Responses to this *Request for Proposals* shall be initially disclosed to the Evaluation Committee only. Responses shall not be available until after this procurement is completed.
- c. The Department is not liable for any errors or omissions in the bidder's proposal.
- d. The bidder's proposal shall acknowledge acceptance of all terms and conditions contained within the State of New Hampshire Standard Contract (Form P-37). **Changes to the current liability as defined in the State of New Hampshire Standard Contract (Form P-37) are not negotiable.**
- e. The Department reserves the right to reject any and all proposals deemed non-responsive to the requirements set forth in this RFP.
- f. One original proposal, identified as such, plus seven (7) copies of the proposal, identified as such, shall be submitted.
- g. Proposals shall be received at the following address not later than 2:30 p.m. on **November 14, 2005:**

New Hampshire Department of Health and Human Services
Brown Building
129 Pleasant Street
Concord, New Hampshire 03301

Proposals received after the specified date and time shall be deemed non-compliant with the RFP and shall be returned.

- h. Bid packages delivered to the Department shall be clearly marked "**Proposal Enclosed**".

i. The Department reserves the right to accept or reject any and all bids. An Evaluation Committee comprised of Department staff, an independent economist and specified members of the Commission will evaluate the compliant proposals. If a proposal is selected, representatives of the bidding company will be invited to sign a Contract. The Contract shall be effective upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.4 PROPOSAL FORMAT

a. Bidders shall submit a proposal that adheres to the format specified by the Department and outlined below. All proposals shall be concise, well organized and provide sufficient detail to enable the Evaluation Committee to clearly determine the prices and benefits of the bidder's offering. If company literature or other publications are attached to the proposal, and intended for use in direct response to a requirement, the response shall include reference to a document name and page number. The Department reserves the right to reject any and all proposals deemed not in compliance with Section 3.4.

b. Each proposal shall consist of two separately bound volumes. The required proposal format is as follows:

1. Cover Page
2. Transmittal Letter
3. Glossary of Terms and Abbreviations
4. VOLUME 1
 - Table of Contents
 - Section I: *Executive Summary of Proposal*
 - Section II: *Company/Bidder Profile*
 - Section III: *Subcontractor Profile (If appropriate)*
 - Section IV: *Bidder Background and Experience*
 - Section V: *Personnel Resumes (Key Personnel)*
 - Section VI: *Detailed Response and Scope of Work*
 - Section VII: *Certificate of Good Standing from the New Hampshire Office of Secretary of State, Corporate Division if applicable*
 - Section VIII: *Letters of Reference and Financial Reports*
 - Section IX: *A copy of the RFP, excluding the Commission Report of 12/1/04*
 - Section X: *Certificate of Insurance*
 - Section XI: *Executed Documents*
5. VOLUME 2
 - Table of Contents
 - Section I: *Cost Proposal*

3.5 PROPOSAL DESCRIPTION

3.5.1 First page of the bidder's proposal shall be a cover page containing the words:

**“STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH and HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES”**

“RESPONSE TO ECONOMIC ANALYSIS

**REQUEST FOR PROPOSALS
07-DCSS-EC-03”**

3.5.2 Proposals shall be accompanied by a *Transmittal Letter* signed in ink by an official of the bidding entity who is authorized to bind the bidder to the provisions of the proposal. The *Transmittal Letter* shall be a formal letter from the bidder and prepared in a standard business format on letterhead stationery. The letter shall identify an authorized representative of the bidder who is responsible for all matters relating to the RFP. The mailing address(es), telephone number, fax number and e-mail address(es) of this authorized representative shall be included. The *Transmittal Letter* shall include the following statements:

- a. The Respondent acknowledges that the Respondent has read the New Hampshire Standard Form Contract (Form P-37) and all attachments to this RFP, understands them and agrees to all terms and conditions.
- b. The Respondent acknowledges that the Respondent, by submitting this RFP, is precluded from competing with and/or assisting others in the development of proposals to obtain other contracts related to economic analysis services.
- c. The Respondent hereby certifies that the enclosed *Cost Proposal* was developed without any conflict of interest.

3.5.3 The *Glossary of Terms and Abbreviations* shall identify and define key words, phrases, technical terms, and acronyms used in the proposal.

3.5.4 The *Volume 1, Table of Contents* shall identify the topics contained in Volume 1 of the proposal and list the pages where they are found.

3.5.5 The *Executive Summary* shall summarize the proposed services to be performed by the bidder, and the methods and technology to be employed.

3.5.6 The *Company/Bidder Profile* shall provide a general company overview, number of employees, and an organization chart, if applicable or a description of the consulting services and work of the bidder if the bidder is not a company or organization.

3.5.7 A *Subcontractor Profile* shall be provided if the bidder proposes to employ a subcontractor or subcontractors to perform a part of the work specified in the RFP. This profile shall identify the subcontractor(s) and describe their background and experience in providing economic analysis services as they relate to child support services. The *Subcontractor Profile* shall also provide a general company overview, number of employees, and an organization chart, if applicable.

3.5.8 The *Bidder Background and Experience* shall provide a comprehensive and detailed description of the products and services offered by the bidder. The *Bidder Background and Experience* shall describe the bidder's specific background and experience in providing economic analysis as related to the cost of raising children and to Child Support Guidelines or other relevant experience. It shall include evidence of capability, including the identification of similar projects, of the bidder to carry out the performance required by the State of New Hampshire. It shall include evidence of the financial ability of the bidder and any parent organization to perform contracted services. Proposals shall include evidence of the bidder's experience in working with government agencies, or other nonprofit or educational organizations in providing economic analyses as they relate to the cost of raising children and child support guidelines or other relevant experience. The proposal shall specifically address the following questions:

- a. What knowledge and experience does the bidder have specifically regarding providing assistance in the development of Child Support Guidelines, if any, or other relevant and transferable knowledge and experience?
- b. What knowledge and experience does the bidder have of economic issues related to the development, implementation and use of Child Support Guidelines, if any, or other relevant and transferable knowledge and experience?
- c. What knowledge and experience does the bidder have related to identifying and calculating the cost of raising children in New Hampshire, if any, or other relevant and transferable knowledge and experience?

3.5.9 Proposals shall contain the *Personnel Resumes* of key personnel who shall have primary responsibility for the delivery of contracted services, day-to-day operations, customer services, and contract administration.

3.5.10 The *Detailed Response and Scope of Work* shall respond to all of the rules, specifications, plans, descriptions and requirements contained in Section 2 of this RFP.

- a. It shall clearly define and describe measurable outcomes to be produced by the bidder. In recognition of its essential relationship to the Department's legislative mandate, up to fifty

(50) points shall be awarded based upon the bidder's response to the *Detailed Response and Scope of Work*.

b. The *Detailed Response and Scope of Work* shall be presented in the following format. This format is non-negotiable.

Detailed Response and Scope of Work

1. Executive Summary
2. Detailed Work Plan and Schedule
3. Identification of Potential Data Sources (Including New Sources of Data)
4. Description of Research and Data Collection Methodology
5. Methods of Analysis, Including Identifying and Calculating Cost of Raising Children
6. Trends in the Cost of Raising Children
7. Development of a *Pro Forma* Electronic Spreadsheet
8. Recommendations for Child Support Guidelines

3.5.11 Proposals shall contain a *Certificate of Good Standing* issued by the Secretary of State of the State of New Hampshire after **October 3, 2005, if applicable**. (NOTE: Certificates may be obtained from the Office of Secretary of State, Corporate Division, 25 Capital Street, Third Floor, Concord, NH 03301-6312, Telephone: (603) 271-3244).

3.5.12 Proposals shall contain three (3) *Letters of Reference* containing the name, address and phone numbers from government agencies, businesses, or nonprofit or educational organizations currently or recently receiving the services of the bidder. Letters shall be prepared in a standard business format and submitted on letterhead stationery. The Division may contact the references directly when evaluating the Proposals. **Please note the restrictions of Paragraph 3.1.1.**

3.5.13 Proposals shall contain an annual financial report of each of the bidders' last two (2) fiscal years if the bidder is a corporate or partnership entity, or a copy of the Schedule C of the bidders' last two (2) tax returns if the bidder is a sole proprietor.

3.5.14 Proposals shall contain a photocopy of the RFP, excluding the Final Report.

3.5.15 Proposals shall contain a *Certificate of Insurance* conforming to the requirements of Section 14 of Form Number P-37 enclosed as *Attachment A*.

3.5.16 The *Volume 2, Table of Contents* shall identify the topics contained in Volume 2 of the proposal and list the pages where they are found.

a. Bidders shall submit a *Cost Proposal* with a firm fixed price Contract for services provided up to the completion of the Final Report with a "day rate" for time and materials for

post-delivery services not to exceed eight (8) hours for deliverable (m) in Section 2.5. The *Cost Proposal* should also specify the portion of the firm fixed price to be billed with each deliverable specified in section 2.5 above. Failure to submit a *Cost Proposal* shall disqualify the bidder.

b. Bids shall remain in effect for a period of one hundred twenty (120) days after the deadline for the submission of bids, and thereafter until a bidder withdraws it, or a Contract is approved by the Governor and Executive Council, whichever occurs first.

c. The bidder shall list the position title, number of personnel, number of hours, and price per hour for each team member included in the bidder's offer. The bidder's quoted hours and hourly rates for an engagement with a bidder must be fixed for the term of the engagement, unless otherwise amended. Hourly rates are to be fully loaded reflecting including travel and other administrative cost by the bidder.

d. The daily rates proposed for post delivery support shall list the position title, number of personnel, number of hours, and price day hour for each project team member included in the bidder's offer. The bidder's quoted daily rates for an engagement must be fixed for the term of the engagement, unless otherwise amended. Daily rates are to be fully loaded reflecting travel and any other administrative cost by the bidder.

3.5.17 Failure to comply with Section 3.5 shall result in a proposal being deemed non-compliant with the RFP and disqualified from further consideration.

3.6 EXECUTED DOCUMENTS

3.6.1 In addition to any other requirements in this RFP, the bidder shall provide the following documents with original signatures in ink, signed by the Corporate Officer duly authorized to execute said documents:

- a. Executed New Hampshire Standard Form Contract (Form P-37);
- b. *Attachment B, Final Report;*
- c. *Attachment C, Child Support Guidelines;*
- d. *Certificate of Authority* with Authorization of Corporate Officer to sign on behalf of the Corporation (or equivalent substitute);
- e. *Attachment D, Certification Regarding Drug Free Workplace Requirements;*
- f. *Attachment E, Certification Regarding Lobbying;*
- g. *Attachment F, Certification Regarding Debarment, Suspension and Other Responsibility Matters;* and
- h. *Attachment G, Certification Regarding Americans With Disabilities Act.*

3.6.2 Failure to comply with Section 3.6.1 shall result in a proposal being deemed non-compliant with the RFP and disqualified from further consideration.

3.7 CANCELLATION OF PROCUREMENT

The Department reserves the right to cancel this RFP at any time.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 GOVERNING LAW

Any legal proceedings against the State of New Hampshire regarding this RFP or any resultant Contract shall be brought in State administrative or judicial forums. Venue shall be in Merrimack County, New Hampshire.

4.2 CONFLICT OF INTEREST

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.

4.3 OFFER OF GRATITUITIES OR KICKBACKS

It is a breach of ethical standards for a payment, gratuity, or offer of employment to be made by or on behalf of the Contractor. The State of New Hampshire may terminate any Contract if it is determined that gratuities of any kind were offered by and/or received by any official, employee, or agent of the Contractor.

4.4 ENVIRONMENTAL PROTECTION

The Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Act.

SECTION 5 PROPOSAL EVALUATIONS

5.1 EVALUATION OF PROPOSALS

- a. The Department shall conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP.
- b. Total price of the proposal shall not be the sole determinate factor for selection of a Contractor. Completeness and thoroughness of the proposal, the *Bidder Background and Experience* and the *Detailed Response and Scope of Work* offered by the bidder, shall be given appropriate weight as determined by the Department. In addition, demonstrated experience and knowledge in the provision of economic analyses related to the cost of raising children, and experience with Child Support Guidelines or relevant and transferable knowledge and experience shall be given appropriate weight, as determined by the Department.

5.2 EVALUATION COMMITTEE

An Evaluation Committee shall be established to review, evaluate, and recommend a Contractor. The Evaluation Committee shall consist of a combination of some or all of the following individuals, or their designees: the Contracts Manager of DCSS; the Financial Manager of DCSS; a DCSS Attorney; an independent economist, specific representatives from the Commission to Study Child Support and Related Issues including representatives for non-custodial parents, custodial parents and the Governor's designee. The Evaluation Committee shall be responsible for the review and scoring of all proposals received by the Department that are compliant with the RFP. The Evaluation Committee shall be responsible for selecting a proposal and making a recommendation of a Contractor to the Director of DCSS and to the Commissioner of the Department. The Director, or his/her designee, shall notify the selected bidder, and the non-selected bidders, in writing, and shall execute the Contract subject to final authorization by the Governor and Executive Council.

5.3 PHASES OF THE EVALUATION

The evaluation of proposals shall be conducted in the following phases:

- a. Phase I
Evaluation of the Minimum Requirements (5.3.1)
- b. Phase II
Evaluation of the *Bidder Background and Experience* (5.3.2)

- c. Phase III
Evaluation of the *Detailed Response and Scope of Work* (5.3.3)
- d. Phase IV
Evaluation of *Cost Proposals* (5.3.4)
- e. Phase V
Ranking of Proposals (5.3.5)

5.3.1 Phase I
Evaluation of Minimum Requirements

- a. The purpose of this phase is to determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation. Proposals shall comply with the instructions to bidders contained in Section 3. Failure to comply with the instructions in the RFP shall result in the proposal being deemed non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.
- b. The minimum requirements for the proposal to be given consideration are:
 - 1. The bidder shall be in compliance with the communications restrictions specified in Section 3.1.1.
 - 2. A *Letter of Intent* shall have been received within the deadline specified in Section 3.1.4
 - 3. The bidder shall have attended the mandatory Bidder's Conference specified in Section 3.1.5.
 - 4. The written proposal shall have been received by the Department within the deadline specified in Section 3.3.
 - 5. The written proposal shall conform to the format specified in Section 3.4.
 - 6. The written proposal shall conform to the requirements of Sections 3.5 and 3.6.

5.3.2 Phase II
Evaluation of the *Bidder Background and Experience*

- a. Only those proposals found to be in compliance with the minimum requirements of Phase I shall be considered in Phase II. The Department reserves the right to reject any and all proposals that do not meet the Minimum Requirements of Phase I.

b. The Department shall evaluate the experience, corporate resources, and corporate qualifications of the bidder and any and all subcontractors. The Department shall determine to what extent the organization has the capabilities to take on the additional workload that would be generated by this Contract and the bidder's financial ability to undertake the Contract. References provided may be checked.

5.3.3 Phase III

Evaluation of *Detailed Response and Scope of Work*

For each proposal qualifying in Phase II by virtue of experience, business or institutional resources, and bidder qualifications, the *Detailed Response and Scope of Work* specifications as set forth in Section 2 shall be evaluated to determine whether the requirements are met.

5.3.4 Phase IV

Evaluation of the *Cost Proposal*

For each proposal considered in Phase III, the corresponding *Cost Proposal* shall be examined to determine if the *Cost Proposal* meets all *Phase I* minimum requirements and its calculations are accurate. Any *Cost Proposal* that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. The Department reserves the right to reject any and all *Cost Proposals*.

5.3.5 Phase V

Ranking of the Proposals

a. The Evaluation Team shall score compliant proposals. Points to be awarded for each section of the RFP are identified below.

1. The *Detailed Response and Scope of Work* shall be awarded up to fifty (50) points.
2. The *Cost Proposal* shall be awarded up to thirty (30) points.
3. The *Bidder Background and Experience* shall be awarded up to twenty (20) points.

b. The points awarded shall then be totaled to determine the ranking of proposals. Recommendations and appropriate documentation shall then be conveyed to the Director of DCSS and to the Commissioner of the Department.

- c. The Director of DCSS shall make the final selection of the successful proposal. Once the Contract has been signed, following established procedures, the Contract shall then be presented to the Governor and the Executive Council of the State of New Hampshire for final approval. This Contract, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve the Agreement.
- d. No Contract shall be effective until approved by the Governor and Executive Council.

Attachment A

NH Standard Form Contract
(Form P-37)

(Follows this page)

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed

by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

Attachment B

FINAL REPORT

(Separate attachment via internet)

Attachment C

Child Support Guidelines

(Follows this page)

TITLE XLIII

DOMESTIC RELATIONS

CHAPTER 458-C

CHILD SUPPORT GUIDELINES

Section 458-C:1

458-C:1 Purpose. – The purpose of this chapter is to establish a uniform system to be used in the determination of the amount of child support, to minimize the economic consequences to children, and to comply with applicable federal law by using specific guidelines based on the following principles:

I. The custodial parent shall share responsibility for economic support of the children, irrespective of any non-custodial parent's child support order.

II. The children in an obligor's initial family are entitled to a standard of living equal to that of the obligor's subsequent families.

III. The percentage of net income paid for child support should vary according to the number of children and, with limited exemptions, not according to income level.

Source. 1988, 253:1, eff. April 30, 1988.

458-C:2 Definitions. – In this chapter:

I. "Adjusted gross income" means gross income, less:

(a) Court-ordered or administratively ordered support actually paid to others, for adults or children.

(b) Fifty percent of actual self-employment tax paid.

(c) Mandatory, not discretionary, retirement contributions.

(d) Actual state income taxes paid.

(e) Amounts actually paid by the obligor for allowable child care expenses or medical insurance coverage for the minor children to whom the child support order applies.

I-a. "Allowable child care expenses" means actual work-related child care expenses for the children to whom the order applies, up to no more than an annual total of \$5,000 for one child, \$9,000 for 2 children, and \$12,000 for 3 or more children.

II. "Child support obligation" means the proportion of total support obligation which the obligor parent is ordered to pay in money to the obligee parent as child support.

III. "Court" means issuing authority, including the office of fair hearings, department of health and human services, having jurisdiction to issue a child support order.

IV. "Gross income" means all income from any source, whether earned or unearned, including, but not limited to, wages, salary, commissions, tips, annuities, social security benefits, trust income, lottery or gambling winnings, interest, dividends, investment

income, net rental income, self-employment income, alimony, business profits, pensions, bonuses, and payments from other government programs (except public assistance programs, including aid to families with dependent children, aid to the permanently and totally disabled, supplemental security income, food stamps, and general assistance received from a county or town), including, but not limited to, workers' compensation, veterans' benefits, unemployment benefits, and disability benefits; provided, however, that no income earned at an hourly rate for hours worked, on an occasional or seasonal basis, in excess of 40 hours in any week shall be considered as income for the purpose of determining gross income; and provided further that such hourly rate income is earned for actual overtime labor performed by an employee who earns wages at an hourly rate in a trade or industry which traditionally or commonly pays overtime wages, thus excluding professionals, business owners, business partners, self-employed individuals and others who may exercise sufficient control over their income so as to recharacterize payment to themselves to include overtime wages in addition to a salary. In addition, the following shall apply:

(a) The court, in its discretion, may consider as gross income the difference between the amount a parent is earning and the amount a parent has earned in cases where the parent voluntarily becomes unemployed or underemployed, unless the parent is physically or mentally incapacitated.

(b) The income of either parent's current spouse shall not be considered as gross income to the parent unless the parent resigns from or refuses employment or is voluntarily unemployed or underemployed, in which case the income of the spouse shall be imputed to the parent to the extent that the parent had earned income in his or her usual employment.

(c) The court, in its discretion, may order that child support based on one-time or irregular income be paid when the income is received, rather than be included in the weekly, bi-weekly, or monthly child support calculation. Such support shall be based on the applicable percentage of net income.

V. "Minimum support order" means an order of support equal to \$50 per month.

VI. "Net income" means the parents' combined adjusted gross income less standard deductions published on an annual basis by the department of health and human services and based on federal Internal Revenue Service withholding table amounts for federal income tax, F.I.C.A., and Medicare, which an employer withholds from the monthly income of a single person who has claimed a withholding allowance for 2 people.

(a) Federal income tax;

(b) F.I.C.A.

VII. "Obligor" means the parent responsible for the payment of child support under the terms of a child support order.

VIII. "Obligee" means the parent or person who receives the payment of child support under the terms of the child support order.

IX. "Percentage" means the numerical figure that is applied to net income to determine the amount of child support.

X. "Self-support reserve" means the poverty level standard of need as established by the department of health and human services for a single individual living alone.

XI. "Total support obligation" means net income multiplied by the appropriate percentage derived from RSA 458-C:3.

Source. 1988, 253:1. 1989, 406:1. 1990, 224:1, 2, 5. 1995, 310:181. 1998, 242:1-3. 2004, 77:1, eff. May 7, 2004.

458-C:3 Child Support Formula. –

I. Number of Children	Percentage of Net
1	25 percent
2	33 percent
3	40 percent
4 or more	45 percent

II. (a) The total support obligation shall be determined by multiplying the parents' total net income, as defined in RSA 458-C:2, VI, by the appropriate percentage derived from this section.

(b) The total child support obligation shall be divided between the parents in proportion to their respective incomes as adjusted by this section, except when there are incurred by the obligee child care expenses or for the actual amount paid for medical insurance coverage for the minor children to whom the child support order applies.

(c) For those cases involving allowable child care expenses or medical insurance expenses incurred by the obligee, the same methodology described in subparagraphs (a) and (b) shall be used, except that as part of the determination of each parent's share of the child support obligation, the obligee's allowable child care expenses or medical insurance expenses shall be deducted from the adjusted gross income of the obligee.

(d) All child support obligations calculated pursuant to this chapter shall be rounded to the nearest whole dollar.

III. The number of children in the same household for which child support is paid is the determining factor in the percentage applied against net income.

IV. Self-support reserve and minimum child support obligation.

(a) If the obligor parent's gross income is less than the self-support reserve and the court has determined that the obligor is not voluntarily unemployed or underemployed, the court shall order the child support obligation in the amount of a minimum support order.

(b) If the obligor parent's gross income is greater than the self-support reserve but payment of the order as calculated under this chapter would reduce the obligor parent's income below the self-support reserve, the obligor parent's share of the total support obligation shall be presumed to be the difference between the self-support reserve and that parent's adjusted gross income, but in any event shall be no less than the amount of a minimum support order.

(c) [Repealed].

Source. 1988, 253:1. 1989, 406:2, 3. 1990, 224:3, 4. 1998, 242:4. 2002, 227:3. 2004, 169:3, eff. July 23, 2004.

458-C:4 Application of Guidelines. –

I. Subject to the provisions of RSA 458-C:5, guidelines provided under this chapter shall be applied in all child support cases, including temporary orders, and in any order modifying a support order.

II. There shall be a rebuttable presumption in any proceeding for the award of child support that the amount of the award which would result from the application of guidelines provided under this chapter is the correct amount of child support. A written finding or a specific finding by the presiding officer on the record that the application of the guidelines would be unjust or inappropriate in a particular case, as determined by using the criteria set forth in RSA 458-C:5, shall be sufficient to rebut the presumption in such case.

III. When considering a request for an original support order or modification of a support order under this chapter, the court shall take into account any stepchildren for which either party may be responsible.

IV. When arrangements for child support are delineated in an agreement between the parties, and not made according to guidelines provided under this chapter, the presiding officer shall determine whether the application of the guidelines would be inappropriate or unjust in such particular case, using the criteria set forth in RSA 458-C:5, and in certifying the agreement shall enter a written finding or a specific finding on the record that the application of the guidelines would be inappropriate or unjust and state the facts supporting such finding.

Source. 1988, 253:1. 1989, 406:4, 5, eff. Aug. 4, 1989.

458-C:5 Adjustments to the Application of Guidelines Under Special Circumstances.

—
I. Special circumstances, including, but not limited to, the following, if raised by any party to the action or by the court, shall be considered and may result in adjustments in the application of support guidelines provided under this chapter. The court shall make written findings relative to the applicability of the following:

(a) Ongoing extraordinary medical, dental or education expenses, including expenses related to the special needs of a child, incurred on behalf of the involved children;

(b) Significantly high or low income of the obligee or obligor;

(c) The economic consequences of the presence of stepparents, step-children or natural or adopted children;

(d) Reasonable expenses incurred by the obligor parent in exercising visitation or physical custodial rights, or expenses incurred by such parent in extended visitation or physical custodial rights, provided that the reasonable expenses incurred by the obligee parent for the minor children can be met regardless of such adjustment;

(e) The economic consequences to either party of the disposition of a marital home made for the benefit of the child;

(f) The opportunity to optimize both parties' after-tax income by taking into account federal tax consequences of an order of support;

(g) State tax obligations;

(h) Split or shared custody arrangements;

(i) The economic consequences to either party of providing for the voluntary or court-ordered postsecondary educational expenses of a natural or adopted child;

(j) Other special circumstances found by the court to avoid an unreasonably low or confiscatory support order, taking all relevant circumstances into consideration.

II. The party relying on the provisions of this section shall demonstrate special circumstances by a preponderance of the evidence.

Source. 1988, 253:1. 1989, 406:6. 1998, 242:5-7, eff. Oct. 23, 1998.

458-C:6 Review of Guidelines. – The department of health and human services shall review the guidelines provided under this chapter in order to determine whether application of such guidelines results in the determination of appropriate child support award amounts.

Source. 1989, 406:7. 1995, 310:181, eff. Nov. 1, 1995.

458-C:7 Modification of Order. –

I. The obligor or obligee may apply to the court or, when the department of health and human services has issued a legal order of support pursuant to RSA 161-C, to the department, whichever issued the existing order, for modification of such order 3 years after the entry of the last order for support, without the need to show a substantial change of circumstances. This section shall not prohibit the obligor or obligee from applying at any time for a modification based on substantial change of circumstances.

II. Any child support modification shall not be effective prior to the date that notice of the petition for modification has been given to the respondent. "Notice" means:

(a) Service as specified in civil actions; or

(b) Acceptance of a copy of the petition, as long as the petition is filed no later than 30 days following said acceptance, and as long as the petitioner provides proof of acceptance by a certified mail receipt. Nothing in this subparagraph shall be construed to affect service as required by law.

Source. 1991, 233:1. 1995, 310:175, 181. 2004, 169:1, eff. July 23, 2004.

NH Department of Health and Human Services

ATTACHMENT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, subtitle D; 41 USC 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages: 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they shall maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,
Concord, NH 03301-3857**

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this contract or grant agreement, the contractor or grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant or contract. If it is later determined that the grantee or contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees or contractors other than individuals, Alternate I applies.
4. For grantees or contractor who are individuals, Alternate II applies.
5. Workplaces under grants or contract, for grantees or contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant or contract application. If the grantee or contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee or contractor shall keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantees' or contractor's drug-free workplace requirements.

6. Workplace identifications shall include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant or contract, the grantee or contractor shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' or Contractor's attention is called, in particular, to the following definitions from these rules: *Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); *Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee or contractor directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant or contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant or contract and who are on the grantee's or contractor's payroll. This definition does not include workers not on the payroll of the grantee or contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's or contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

		Certification Regarding Drug-Free Workplace Requirements				
Alternate	I.	(Grantees	Other	Than	Individuals)	

The grantee certifies that it shall or shall continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant or contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee shall --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street address:

City:

County:

State:

Zip code:

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee or contractor certifies that, as a condition of the grant or contract, he or she shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant or contract;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she shall report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer, contract manager, or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant or contract.

Company:	Date:
Signature	Title

NH Department of Health and Human Services

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

Transitional Aid to Needy Families under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period: _____ through _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Contractor's Representative Title

Contractor Name

Date

NH Department of Health and Human Services

ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions Instructions for Certification

1. By signing and submitting this contract, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below shall not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation shall be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties

9. Excluded from Federal Procurement and Non-procurement Programs.

10. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

11. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it shall include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company:	Date:
Signature	Title:

NH Department of Health and Human Services

ATTACHMENT G

CERTIFICATION REGARDING

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the *General Provisions* agrees by signature of the Contractor's representatives as identified in Sections 1.11 and 1.12 of the *General Provisions*, to execute the following certification:

1. By signing and submitting this contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the *Americans With Disabilities Act of 1990*.

Contractor Signature

Contractor's Representative (Title)

Contractor Name

Date

**GLOSSARY of ACRONYMS
And
DEFINITION of TERMS**

1. ACF – The Federal Administration for Children and Families
2. Add-ons – These are cost associated with providing for the maintenance of the dependent children beyond the basic cost of raising a child including, but not limited to, on-going extraordinary medical, dental and educational expenses, life insurance, reasonable expenses incurred by the obligor in exercising parental rights and responsibilities, and state tax obligations.
3. Commission – The Commission to Study Child Support and Related Child Custody Issues established by Chapter 277, Laws of 2003 (HB 310) and extended by Chapter 256, Laws of 2005 (HB 450).
4. DCSS – The New Hampshire Department of Health and Human Services/Division of Child Support Services, the State agency that locates non-custodial parents, collects and distributes child support, and operates according to the guidelines of Title IV-D of the Social Security Act.
5. Department – The New Hampshire Department of Health and Human Services.
6. DO – District Office; the Department has 13 DCSS District Offices throughout the State of New Hampshire
7. Final Report – Final Report of the Commission dated December 1, 2004.
8. IV-D – Title IV-D of the Social Security Act the federal law that provides the mandate and authority for DCSS to provide child support services.
9. IV-D case – The collection of documents used to compose a child support paper case file. Also used to describe whether a family composition is IV-D (receives IV-D establishment and enforcement services) or non IV-D (receives only Income Assignment services)
10. Minimum Requirements - The basic requirements a proposal must meet to qualify for a review by DCSS. The minimum requirements are those requirements specified in Sections 3.5 and 3.6 of this RFP.
11. Obligor – The parent who is responsible for paying child support (usually the non-custodial parent).

12. Obligee – The parent or person who will receive child support (usually the custodial parent).
13. OCSE (Office of Child Support Enforcement) – Office of Child Support Enforcement, Administration for Families and Children, part of the U. S. Department of Health and Human Services.
14. *Pro forma* spreadsheet – An electronic spreadsheet in Excel format that will present data on a “what if” basis. For example, a *pro forma* spreadsheet would show the effect of Child Support Guidelines at variable levels of cost and incomes.
15. RFP – *Request for Proposals* #07-DCSS-EC-03 issued by the Division of Child Support Services.
16. Self-support reserve (SSR) – The poverty level standard of need as established by the Department for a single individual living alone. Please see RSA 458-C:2, X.

END
OF
REQUEST FOR PROPOSALS